# 177b

## STATE OF NEW HAMPSHIRE

#### DEPARTMENT OF INFORMATION TECHNOLOGY

27 Hazen Dr., Concord, NH 03301 Fax: 603-271-1516 TDD Access: 1-800-735-2964 www.nh.gov/doit

**Denis Goulet** *Commissioner* 

March 4, 2021

His Excellency, Governor Christopher T. Sununu State House Concord, NH 03301

#### REQUESTED ACTION

Authorize the Department of Information Technology to **retroactively** amend a Cooperative Project Agreement with the University System of New Hampshire, University of New Hampshire (VC # 177867) of Durham, New Hampshire, by increasing the amount by \$5,200.00, from \$23,400.00 to \$28,600.00, for the purpose of providing Wide Area Network (WAN) backup internet services, effective upon Governor approval through June 30, 2021.

Source of Funds: DoIT (Statewide Telecommunications Revolving Funds). Funds are available in the SFY 2021 operating budget.

AT#-DEPT#-AGENCY#-ACTIVITY#-ACCOUNTING UNIT #- DEPT NAME- AGENCY NAME -ACCOUNTING UNIT	Activity Code	FY 21
NAME_CLASS- OBJECT - DESC		
01-03-03-030510-52130000 DoIT Statewide Telecommunications	03030295	\$5,200
039-500181 Telecommunications Equipment - Major		

#### **EXPLANATION**

This amendment request is retroactive due to a necessary increase to the Wide Area Network (WAN) backup services to continue to support the COVID-19 emergency. Internet Service Bandwidth is increased from 2000 Mbps to 4000 Mbps. The increase in services was implemented on March 1<sup>st</sup>, 2021.

The USNH Wide Area Network (WAN) provides data-transport, Internet, Internet 2, and other network services in support of education, research, and outreach for several New Hampshire institutions. The WAN is comprised of leased services from multiple providers as

well as the IBEAM NH optical network. The New Hampshire IBEAM, owned by the University System of New Hampshire, is a high-speed regional optical network comprised of fiber optic cabling, network equipment and software, and monitoring systems. USNH WAN staff, located at the University of New Hampshire in Durham, provide operations, administration, maintenance, and provisioning (OAM&P) for the USNH WAN.

The Department of Information Technology respectfully requests approval of this agreement with UNH.

Respectfully submitted,

**Denis Goulet** 

Commissioner

Department of Information

Technology

I hereby approve this request pursuant to RSA 4:45, RSA 4:47, and Section 4 of Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20, 2020-21, 2020-23, 2020-024, 2020-025, 2021-01 and 2021-02.

3-8-21

Date

Name: Governor Christopher T. Sununu

DG/ik

DoIT #2021-012A RID: 51946/58493

#### **AMENDMENT #01** to

#### COOPERATIVE PROJECT AGREEMENT

between the

# STATE OF NEW HAMPSHIRE, **Department of Information Technology** and the

## University of New Hampshire of the UNIVERSITY SYSTEM OF NEW HAMPSHIRE

The Cooperative Project Agreement, approved by the State of New Hampshire Governor and Executive Council on 7/15/21, item # n/a, for the Project titled "USNH Wide Area Network (WAN) backup services," Campus Project Director, Douglas Green, is and all subsequent properly approved amendments are hereby modified by mutual consent of both parties for the reason(s) described below:

amendments are hereby modified by mutual consent of both parties for the reason(s) described below:				
Purpose of Amendment (Choose all applicable items):				
Extend the Project Agreement and Project Period end date, at no additional cost to the State.				
Provide additional funding from the State for expansion of the Scope of Work under the Cooperative Project Agreement.				
Other: Revise Article F, Exhibit A				
Therefore, the Cooperative Project Agreement is and/or its subsequent properly approved amendments are amended as follows (Complete only the applicable items):				
• Article A. is revised to replace the State Department name of with and/or USNH campus from to .				
<ul> <li>Article B. is revised to replace the Project End Date of         , and Exhibit A, article B is revised to replace the Project Period of</li></ul>				
• Article C. is amended to expand Exhibit A by including the proposal titled, "," dated .				
<ul> <li>Article D. is amended to change the State Project Administrator to         Administrator to         and/or the Campus Project     </li> </ul>				
• Article E. is amended to change the State Project Director to and/or the Campus Project Director to .				
• Article F. is amended to add funds in the amount of \$5,200 and will read:				
Total State funds in the amount of \$28,600 have been allotted and are available for payment of allowable costs incurred under this Project Agreement. State will not reimburse Campus for costs exceeding the amount specified in this paragraph.				
Article F. is amended to change the cost share requirement and will read:				
Campus will cost-share % of total costs during the amended term of this Project Agreement.				
• Article F. is amended to change the source of Federal funds paid to Campus and will read:				
Federal funds paid to Campus under this Project Agreement as amended are from Grant/Contract/Cooperative Agreement No. from under CFDA# . Federal regulations required to be passed through to Campus as part of this Project Agreement, and in accordance with the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, are attached				

Page 1 of 2

Date\_\_\_

Project Agree	ment.				
between the State	Article G. is exercised to amend Article(s) of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, as follows:				
Article Article	is amended in its entirety to read a is amended in its entirety to read a				
Article H. is amer	nded such that:				
State has chos issue instructiend-date. An	State has chosen <b>not to take</b> possession of equipment purchased under this Project Agreement.  State has chosen <b>to take</b> possession of equipment purchased under this Project Agreement and will issue instructions for the disposition of such equipment within 90 days of the Project Agreement's end-date. Any expenses incurred by Campus in carrying out State's requested disposition will be fully reimbursed by State.				
• 🛛 Exhibit A is an	mended as attached.				
Exhibit B is an	mended as attached.				
All other terms and co	onditions of the Cooperative Project	t Agreement remain unchanged.			
Agreement constitute Agreement, and supe	the entire agreement between Star ersede and replace any previously	cooperative Project Agreement, and the Master te and Campus regarding the Cooperative Project existing arrangements, oral and written; further and executed for the parties by their authorized			
Governor and Execut	_	ereunder shall become effective on the date the ampshire or other authorized officials approve this			
IN WITNESS WHE Project Agreement.	REOF, the following parties agr	ee to this Amendment #01 to the Cooperative			
By An Authorized (University of New I) Name: William Poiries	Hampshire	By An Authorized Official of: Department of Information Technology Name: Denis Goulet			
Title: USNH CIO		Title: Commissioner			
Signature and Date:	() . Re 3/4/2021	Signature and Date: June 3/4/2021			
By An Authorized (Hampshire Office of Name: Stacie M. Moe	Tthe Attorney General	By An Authorized Official of: the New Hampshire Governor & Executive Council Name:			
Title: Attorney		Title:			
Signature and Date: /	s/ Stacie M. Moeser 03/05/2021	Signature and Date:			

to this document as revised Exhibit B, the content of which is incorporated herein as a part of this



## STATE OF NEW HAMPSHIRE DEPARTMENT OF INFORMATION TECHNOLOGY

27 Hazen Dr., Concord, NH 03301 Fax: 603-271-1516 TDD Access: 1-800-735-2964

www.nh.gov/doit

**Denis Goulet** *Commissioner* 

July 17, 2020

His Excellency, Governor Christopher T. Sununu and the Honorable Executive Council State House Concord, NH 03301

#### **INFORMATIONAL ITEM**

Pursuant to RSA 4:45, RSA 4:47, and Section 4 of Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10 and 2020-14, Governor Sununu has authorized the Department of Information Technology, to enter into a **SOLE SOURCE** Cooperative Project Agreement with University of New Hampshire, University System of New Hampshire (VC # 177867) of Durham, New Hampshire, in the amount not to exceed \$23,4000.00, for the purpose of providing Wide Area Network (WAN) backup internet services, effective upon approval, through June 30, 2021.

Source of Funds: DoIT (Statewide Telecommunications Revolving Funds). Funds are available in the SFY 2021 operating budget.

DEPT NAME- AGENCY NAME -ACCOUNTING UNIT	Activity Code	FY 21
NAME_CLASS- OBJECT - DESC  01-03-03-030510-52130000 DoIT Statewide Telecommunications 039-500181 Telecommunications Equipment - Major	03030295	\$23,400

#### **EXPLANATION**

This is a sole source Cooperative Project Agreement with USNH for Wide Area Network (WAN) backup services. DoIT has contracted with USNH for these services in the past and has had a successful partnership. Due to the COVID-19 emergency DoIT has had to increase the circuit quickly and determined that the successful partnership with USNH is the most cost effective contract for the State.

His Excellency, Governor Christopher T. Sununu and the Honorable Executive Council Page 2

The USNH Wide Area Network (WAN) provides data-transport, Internet, Internet 2, and other network services in support of education, research, and outreach for several New Hampshire institutions. The WAN is comprised of leased services from multiple providers as well as the IBEAM NH optical network. The New Hampshire IBEAM, owned by the University System of New Hampshire, is a high-speed regional optical network comprised of fiber optic cabling, network equipment and software, and monitoring systems. USNH WAN staff, located at the University of New Hampshire in Durham, provide operations, administration, maintenance, and provisioning (OAM&P) for the USNH WAN.

Respectfully submitted,

Kenneth P. Sunn for

Denis Goulet Commissioner

Department of Information

Technology

DG/ik DoIT #2021-012 RID: 51946

# 117/6 P

# STATE OF NEW HAMPSHIRE DEPARTMENT OF INFORMATION TECHNOLOGY

27 Hazen Dr., Concord, NH 03301 Fax: 603-271-1516 TDD Access: 1-800-735-2964 www.nh.gov/doit

Denis Goulet Commissioner

July 6, 2020

His Excellency, Governor Christopher T. Sununu State House Concord, NH 03301

#### REQUESTED ACTION

Authorize the Department of Information Technology to enter into a **retroactive**, **sole source** Cooperative Project Agreement with the University System of New Hampshire, University of New Hampshire (VC # 177867) of Durham, New Hampshire, in the amount not to exceed \$23,400.00, for the purpose of providing Wide Area Network (WAN) backup internet services, effective July 1, 2020 through June 30, 2021.

Source of Funds: DoIT (Statewide Telecommunications Revolving Funds). Funds are available in the SFY 2021 operating budget.

AT#-DEPT#-AGENCY#-ACTIVITY#-ACCOUNTING UNIT #- DEPT NAME- AGENCY NAME -ACCOUNTING UNIT NAME CLASS- OBJECT - DESC	Activity Code	FY 21
01-03-03-030510-52130000 DoIT Statewide Telecommunications 039-500181 Telecommunications Equipment - Major	03030295	\$23,400

#### **EXPLANATION**

This is a sole source request to enter into a Cooperative Project Agreement with USNH for Wide Area Network (WAN) backup services. DoIT has contracted with USNH for these services in the past and has had a successful partnership. Due to the COVID-19 emergency DoIT has had to increase the circuit quickly and determined that the successful partnership with USNH is the most cost effective contract for the State.

The USNH Wide Area Network (WAN) provides data-transport, Internet, Internet 2, and other network services in support of education, research, and outreach for several New

Hampshire institutions. The WAN is comprised of leased services from multiple providers as well as the IBEAM NH optical network. The New Hampshire IBEAM, owned by the University System of New Hampshire, is a high-speed regional optical network comprised of fiber optic cabling, network equipment and software, and monitoring systems. USNH WAN staff, located at the University of New Hampshire in Durham, provide operations, administration, maintenance, and provisioning (OAM&P) for the USNH WAN.

The Department of Information Technology respectfully requests approval of this agreement with UNH.

Respectfully submitted,

Geneth P. Sun for

Denis Goulet Commissioner

Department of Information

Technology

I hereby approve this request pursuant to RSA 4:45, RSA 4:47, and Section 4 of Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10 and 2020-14.

July 13,2020

Date

Name: Governor Christopher T. Sununu

DG/ik

DoIT #2021-012 RID: 51946

#### **COOPERATIVE PROJECT AGREEMENT**

between the

## STATE OF NEW HAMPSHIRE, **Department of Information Technology** and the

#### University System of New Hampshire

- A. This Cooperative Project Agreement (hereinafter "Project Agreement") is entered into by the State of New Hampshire, **Department of Information Technology**, (hereinafter "State", also hereinafter "DOIT"), and the University System of New Hampshire, (hereinafter "USNH"), for the purpose of undertaking a project of mutual interest. This Cooperative Project shall be carried out under the terms and conditions of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002 (hereinafter "Master Agreement"), except as may be modified herein.
- B. This Project Agreement and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire approve this Project Agreement ("Effective date") and shall end on 6/30/2021. If the provision of services by USNH precedes the Effective date, all services performed by USNH shall be performed at the sole risk of USNH and in the event that this Project Agreement does not become effective, State shall be under no obligation to pay USNH for costs incurred or services performed; however, if this Project Agreement becomes effective, all costs incurred prior to the Effective date that would otherwise be allowable shall be paid under the terms of this Project Agreement.
- C. The work to be performed under the terms of this Project Agreement is described in the proposal identified below and attached to this document as Exhibit A, the content of which is incorporated herein as a part of this Project Agreement.

Project Title: USNH Internet Service to NH DOIT at 45 Fruit St Concord

D. The Following Individuals are designated as Project Administrators. These Project Administrators shall be responsible for the business aspects of this Project Agreement and all invoices, payments, project amendments and related correspondence shall be directed to the individuals so designated.

#### **State Project Administrator**

Name:	Wendy Pouliot
Address:	NH Dept. of Information Technology
	27 Hazen Drive
	Concord, NH 03302-0483
	,
Phone:	603-223-5746

#### **USNH Project Administrator**

Name:	Douglas Green
Address	: University of New Hampshire
	Telecom Building
	50 College Road.
	Durham, NH 03824
Phone:	603-862-4921

E. The Following Individuals are designated as Project Directors. These Project Directors shall be responsible for the technical leadership and conduct of the project. All progress reports, completion reports and related correspondence shall be directed to the individuals so designated.

#### State Project Director

Name:	Wendy Pouliot
Address	: NH Dept. of Information Technology
	27 Hazen Drive
	Concord, NH 03302-0483
Phone:	603-223-5746

#### **USNH Project Director**

72	Name:	Douglas Green
-	Address:	University of New Hampshire
		Telecom Building
		50 College Road.
		Durham, NH 03824
- 2	Phone:	603-862-4921

Total State funds in the amount of \$23,400 have been allotted and are available for payment of allowable costs incurred under this Project Agreement. State will not reimburse USNH for costs exceeding the amount specified in this paragraph.		
Check if applicable  ☐ USNH will cost-share % of total costs during	ng the term of this Project Agreement.	
Federal funds paid to USNH under this Project Agr Agreement No. from under CFDA# through to USNH as part of this Project Agreement, for Cooperative Projects between the State of New Hampshire dated November 13, 2002, are attached which is incorporated herein as a part of this Project.	. Federal regulations required to be passed and in accordance with the Master Agreement Hampshire and the University System of New d to this document as Exhibit B, the content of	
G. Check if applicable Article(s) of the Master Agreement for Hampshire and the University System of New Hampshire and System System of New Hampshire and System Sy	Cooperative Projects between the State of New mpshire dated November 13, 2002 is/are hereby	
H. State has chosen <b>not to take</b> possession of equipmed issue instructions for the disposition of such equipment date. Any expenses incurred by USNH in carrying reimbursed by State.	ourchased under this Project Agreement and will t within 90 days of the Project Agreement's end-	
This Project Agreement and the Master Agreement constituting regarding this Cooperative Project, and supersede and replayment in the supersede and replayment all changes herein must be made by written an authorized officials.	ace any previously existing arrangements, oral or	
IN WITNESS WHEREOF, the University System University of New Hampshire and the State of New Technology have executed this Project Agreement.	-	
By An Authorized Official of: University of New Hampshire	By An Authorized Official of: Department of Information Technology	
Name: William J. Poirier	Name: Denis Goulet	
Title: Chief Information Officer	Title: Commissioner	
	Granth P. Sun for Commissioner Goulet	
Signature and Date: June 26, 2020	Signature and Date: 06/29/2020	
By An Authorized Official of: the New Hampshire Office of the Attorney General	By An Authorized Official of: the New Hampshire Governor & Executive Council	
Trampshire Office of the Attorney General	Trainpointe Governor & Executive Council	
Name: Erik Bal	Name:	
Title: Assistant Attorney General	Title:	
Signature and Date: Tike Bal 7/6/2020	Signature and Date:	

#### **EXHIBIT A**

#### A. Project Title: USNH Internet Service to NH DOIT at 45 Fruit St Concord

**B.** Project Period: 7/01/2020-06/31/2021

#### C. Objectives:

The goal of the proposed project is upgrade existing USNH Internet Service bandwidth, delivered at 45 Fruit Street, Concord, from 500Mbps to 2000 Mbps

The service includes:

- 1) Internet Service at 2000 Mbps (a.k.a 2 Gbps)
- 2) Fully symmetrical: upload speed = download speed.
- 3) Includes eBGP route-announcement protocol.
- 4) Live telephone support
- 5) Delivered at 45 Fruit Street telecom room.
- 6) The price reflects an offset for State's allowing USNH to use fibers in the State fiber system. Exhibit C, Network and Internet Service Order.

#### D. Scope of Work:

USNH will reconfigure network equipment to increase Internet bandwidth delivered at 45 Fruit Street from 500Mbps to 2000 Mbps; and provide this service at the specified price for one year.

Specific USNH activities, operating principles, and responsibilities are described in items 1) through 16) below.

- 1) Context The USNH Wide Area Network (WAN) provides data-transport, Internet, Internet 2, and other network services in support of education, research, and outreach for several New Hampshire institutions. The WAN is comprised of leased services from multiple providers as well as the IBEAM NH optical network. The New Hampshire IBEAM, owned by the University System of New Hampshire, is a high-speed regional optical network comprised of fiber optic cabling, network equipment and software, and monitoring systems. USNH WAN staff, located at the University of New Hampshire in Durham, provide operations, administration, maintenance, and provisioning (OAM&P) for the USNH WAN.
- 2) Service Description Services are defined in the Service Information section of Exhibit C, Network and Internet Service Order.
- 3) Provisioning USNH WAN will work with the DOIT technical staff to provision the new service and perform final testing. Billing will commence no sooner than the Commencement Date that is: the date on which both parties agree that the service is functional.
- 4) Acceptance of Service
  - a. After USNH has completed provisioning the Service, there will be a one month "Interim Term" during which DOIT will evaluate the Service. If service meets DOIT'S reasonable expectations, which include USNH providing reliable service as described in Exhibit B, Network and Internet Service Order, DOIT will issue a written "Acceptance of Service" letter via email to the USNH Customer Account Representative.
  - b. Commencement Date will be the next business day following UNH's receipt of Acceptance of Service from DOIT.

c. If, at the end of the Interim Period, the Service does not meet DOIT'S reasonable expectations, DOIT may issue a written "Rejection of Service" letter via email or US Mail to USNH. If DOIT issues a Rejection of Service as described, DOIT may withdraw from this Agreement with no obligations to USNH.

#### 5) Network Downtime

- a. Definition Downtime due to the USNH internal network or those network elements over which USNH has direct control and lasts 15 minutes or longer.
- b. Service Credit In the event DOIT experiences downtime (as defined in 10.1 above) DOIT will be eligible to receive a Service Credit equal to the pro-rata monthly recurring connectivity charges (bandwidth) for one (1) day of service for each unique day DOIT experienced downtime.
- c. DOIT must request a Service Credit within seven (7) days of the downtime or DOIT will forfeit the Service Credit.
- d. In the event USNH discovers, or is notified by DOIT, that DOIT is experiencing a performance problem, USNH will take all necessary actions to identify and correct the performance problem.
- e. DOIT may terminate this agreement, at DOIT'S option, if the downtime exceeds six (6) hours in any one- month period. Within thirty (30) days of the date of termination, DOIT shall pay to USNH all outstanding undisputed fees due to USNH as of the effective date of termination.
- f. DOIT will be liable for all terms, including termination charges, of carrier circuit(s) provided on behalf of DOIT.

#### 6) Support

- a. The service includes live phone and email support. Support is provided during USNH business hours 8am 4:30pm Monday through Friday, excluding UNH holidays.
- b. Network monitoring USNH OAM&P includes operation of multiple test, monitoring, and logging systems to assure optimal operation of service. These systems provide 24/7 notification to USNH network staff of critical outages. USNH Staff responds to critical outages outside USNH business hours on a best-effort basis.
- c. Problem Notification
  - i. DOIT'S technical contact is to report problems via telephone call to the USNH WAN Hotline: (603) 862-BITS (2487) or via email to wanops@unh.edu.
  - ii. Problem Notifications will be entered and tracked in the USNH trouble-ticketing system with an associated "Incident Number". Upon commencement of Problem Resolution, USNH staff will provide DOIT with the Incident Number.
- d. Problem Resolution USNH WAN service depends on fiber and network providers and common carriers. USNH will be responsible to work with providers to resolve outage on DOIT'S behalf.
- e. USNH network staff response time and resolution time objectives to a Problem Notification during business hours are based on severity as follows:

Problem	Description	Response	Resolution Time
Severity		Time	Objective
Level		Objective	
CRITICAL	A complete outage.	60 Minutes	2 Hours
MAJOR	A significant degradation of the service.	2 Hours	4 Hours
MINOR	A minor degradation of service	4 Hours	Next Business Day

- f. Upon resolution of the Problem, USNH WAN staff will close the Incident and notify DOIT that the Incident has been closed.
- 7) DOIT responsibility In order to assure the most rapid recovery of diminished service ("Problem"), DOIT shall provide accurate and detailed information in reporting the Problem. In addition, if deemed necessary by the USNH technical staff, DOIT shall cooperate and participate with the USNH staff in the work of troubleshooting the Problem. Among other activities, this required cooperation shall include timely execution of the following:
  - a. Providing accurate description of the problem symptoms;
  - b. observing and reporting on the status of power and LED indicators on the USNH equipment at DOIT'S site;
  - c. reporting log and other information from DOIT'S networking equipment or other network-connected equipment;
  - d. capturing network trace information on DOIT equipment using TCPDUMP, Wireshark, or similar test programs;
  - e. disconnecting DOIT equipment from the network that USNH staff determine is potentially causing the problem;
  - f. disconnecting and reconnecting power to the IBEAM equipment to initiate a reboot;
  - g. providing access to DOIT facilities (e.g. data room or telecom closet); and
  - h. DOIT will provide a host IP interface with PING capability on DOIT'S network.
- 8) Client NMS Portal DOIT may request access to USNH WAN web-based network monitoring platform ("NMS portal") to have read-only view of up/down status and usage statistics. DOIT will keep DOIT'S NMS portal login information confidential.
- 9) Ongoing maintenance USNH will, from time to time, modify, upgrade, or replace software and hardware components in the Service. USNH will work with DOIT to schedule such work to minimize any down-time impact on DOIT'S users. Maintenance down-time is not counted in the service level Network Downtime calculation.
- 10) USNH WAN equipment Any USNH WAN equipment on site is owned by USNH. If any USNH WAN equipment is placed on DOIT's site, DOIT will provide appropriate electrical power and secure space, and assure temperature in space will not exceed 80 degrees Fahrenheit. DOIT will not touch, move, power-down, nor otherwise alter the state of the USNH WAN equipment on DOIT'S premise without express permission of USNH IT network staff. DOIT can request that USNH move equipment, and USNH staff will work with DOIT to coordinate such a change in a timely manner. DOIT will assist USNH to make reasonable arrangements to perform this work.
- 11) DOIT network It is presumed that DOIT is connecting a local area network (DOIT LAN) to the USNH WAN service. DOIT shall operate DOIT LAN in a responsible manner. DOIT is solely responsible for the

selection, implementation and maintenance of security features for protection against unauthorized or fraudulent use of service.

#### 12) Appropriate Use

- a. DOIT use of USNH WAN shall comply with the USNH Acceptable Use Policy (AUP). USNH staff are bound by the USNH AUP as well. The USNH AUP can be found on the USNH Internet website at: http://www.usnh.edu/olpm/UNH/VI.Prop/F.htm#5 The AUP can be attached as an exhibit to this agreement at DOIT'S request.
- b. DOIT use of USNH WAN shall comply with the Internet2 Network Acceptable Use Policy (AUP), which can be found at: http://www.internet2.edu/media/medialibrary/2013/09/18/Internet2\_Network\_Acceptable\_Use\_Policy\_1.pdf. The AUP can be attached as an exhibit to this agreement at DOIT'S request.
- c. Suspension of service USNH may suspend service without billing relief for the following: Non-payment; AUP violation; failure to protect USNH equipment on DOIT site; failure to provide safe working environment for USNH staff when working at DOIT site; violation of the terms of this agreement. USNH will provide a 10 day minimum notice period before suspending service except for egregious AUP violations. Egregious violations may result in immediate suspension of service until the violation is cleared.
- 13) Confidentiality USNH and State will respect the privacy of each other's information. That is: Neither USNH nor State shall observe, capture, view, nor share with other parties, any of the information flowing through or stored in the State or USNH equipment (or in print form). In addition, neither USNH nor State shall allow other parties to do so either, with the following exception: In order to troubleshoot or modify USNH WAN service, USNH WAN personnel may capture data packets and observe data patterns on the USNH WAN. When performing said troubleshooting or modification, USNH staff will respect the privacy of State's information as described.

Remainder of this page intentionally left blank

#### 14) Notices and Contact Information Section

#### **USNH:**

Customer Account Representative

Douglas Green Interim Director of Broadband Services University of New Hampshire 50 College Rd, Durham, NH 03824 (603) 862-4921

#### Technical Contact

NetworkNH -University of New Hampshire 268 Mast Rd, Durham, NH 03824 wan.netops@unh.edu (603) 862-2487 (862-BITS)

#### **Billing Contact**

UNH IT Business Service Center 1 Leavitt Lane Durham, NH 03824 (603) 862-4100

it.bsc@unh.edu with subject line: Billing Inquiry - Network Services Agreement

#### Emergency contacts:

During Normal Business Hours:

USNH WAN NetOps Hotline:

(603) 862-2487 (862-BITS) or Wan.netops@unh.edu

During Non-Business Hours:

UNH Police Dispatch (603) 862-1392

#### DOIT:

Primary Contact:	Business Contact:	Technical Contact:	
Wendy Pouliot	Joseph Luna	Don Amendum	
Director of Operations	Manager – Statewide IT Manager - Network		
	Telecommunications	Operations	
27 Hazen Drive	27 Hazen Drive	27 Hazen Drive	
Concord, NH 03301	Concord, NH 03301	Concord, NH 03301	
Wendy.Pouliot@doit.nh.gov	Joseph.J.Luna@doit.nh.gov	Donald.Amendum@doit.nh.gov	
(603) 223-5746	(603) 227-0058	(603) 223-5724	

#### E. Deliverables Schedule:

USNH will increase Internet bandwidth at 45 Fruit St, Concord from 500 Mbps to 2000 Mbps on July 1, 2020. Service period is one year.

#### F. Budget and Invoicing Instructions:

USNH will submit invoices to the State on regular USNH invoice forms at the beginning of each month or fiscal quarter (per State's preference) during the service period. DOIT will notify UNH Information Technology Business Service Center of any changes or problems via the email address or phone number listed in Exhibit A, Section 16: Notices and Contact Information. State will pay USNH within 30 day of receipt of each invoice.

#### Invoices shall be sent to:

Department of Information Technology Accounts Payable – BFA 27 Hazen Drive Concord, NH 03110

#### **Payment Address:**

Payments shall be made via ACH. Use the following link to enroll with the State Treasury for ACH payments; https://www.nh.gov/treasury/state-vendors/index.htm

#### **EXHIBIT B**

Special Federal provisions are listed here: None or Uniform Guidance issued by the Office of Management and Budget (OMB) in lieu of Circulars listed in paragraph above.

### **EXHIBIT C**

### **Network and Internet Service Order**

		bit B - FY21 Renewal and Internet Service Ord	der	
Network		Service Order II: Account Representative: System Engineer: Customer PO#:	Doug Green         603-862-4921           Tony Bargardo         603-862-6677	
Cu	stomer Information - State of New Har	moshire Deparement	of Information Technology - DOIT	THE STATE OF
Company Name: Customer Contact: Address: Floor/Sulte: City, State, Zip	State of New Hampshire - Department of IT Wendy Pouliot, Director of Operations 27 Hazen Drive Concord, NH 03301	Billing	Technical  Don Amendum 27 Hazen Drive  Concord, NH 03301	
E-Mail Address: Phone Number:	Wendy Pouliot@doit nh spw (603) 223-5746		Donald.Amendum@doit.nh.gov 603) 223-5724	
A	Location Information		Z Location Information	
Location Address: Location Floor/Suite: Location City, State, Zip: Location Phone Number: Local Contact: Local Contact Email: Local Contact Phone:	45 Fruit Street  1st Floor Computer Room# 137Cabinel# 15 Concord, NH 03302	Location Address: Location Floor/Suite: Location City, State, Zip: Location Phone Number: Local Contact: Local Contact Email: Local Contact Phone:	N/A for internet service	
Hand-off Type: Location Details/Comments:	10G Base \$R	Hand-off Type: Location Details/Comments:		
	Service Information		Fees Service Type Monthly Recurring Charge (MRC)	Non Recurring Charge (NRC)
Service Type: Customer Request Date*:	Renewal 6/8/2020	Service:	Internet	Cimigo (init-)
*Does not constitute a contractual obligation, but is for informational purposes only		Symmetrical Bandwidth:	2000 Mbps \$2,500.00	
Initial service consisted of an agreement that USNH would provide 200 Mbps of BGP internet service to DOIT at no charge in exchange for USNH utilizing 2 pair of DOIT fiber from 45 Fruir Street to the IPOC MDF. One pair to serve DOIT and one for the DOT. The DOT service has been terminated, but may be revived in the future.		Protection Level: Service: Symmetrical Bandwidth: Protection Level:	Unprotected	50.00
UNH Service includes symmetrical internet service at the A location demark as detailed below.  1. Demark router of Fruit St to IPGC - 1 pair to DOT redundam internet.		Service: Symmetrical Bandwidth: Protection Level:	Transport \$0.00 0 Mbps \$0.00 Unprotected \$0.00	\$0.00
Demark router at Fruit St to IPOC - 1 pain to DOIT     USNH supplies an IP address in the UNH IP space for the DOIT router side of WAN connection.		Totals: \$1,950.00 N/. This section covers circuit installation only. Inside wiring and cross connects are not included unless		
UNH router.	r internet route announcements between DOIT router and	otherwise stated. Service Term:	7/1/2020 to	6/30/202
		Terms		11 1 2 2
between this Service Order are The original Service Order sign "Future increases in DOIT ban	nd the Network Service Agreement and all exhibits attached there	reto shall be governed and controlle  ditional Comments these notes: ps "value" deducted from the new t		
14046	A THE OTHER PROPERTY OF THE PARTY OF THE PAR	Acceptance		
NetworkNH Signature:	Doughs Green William J Poirrer	Customer Signature:	Hanth P. Sun	
Name:D Title:D Date:	boughs Green WIHIAM J POINTEY Interim Director, UNH Broadband Services CIO 6/8/2020 June 29,2020	Name:2 Title:3 Date:	Deputy Commissioner DolT 6/29/2020	